

Sean Dougherty
AVP, Contracts
CIT Rail



September 29, 2009

Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 23059-E FILED

SEP 30 '09

5-06 PM

RE: WC02002

SURFACE TRANSPORTATION BOARD

Dear Secretary:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is a **Termination of Lease** dated as of **September 29, 2009**, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement which was filed with the Board under Recordation Number **23059-B**.

The names and addresses of the party to the enclosed document are:

(Parties of the Termination of Lease)

Lessor: **The CIT Group/Equipment Financing, Inc.,
as Successor in interest to Bombardier Capital Rail, Inc.
30 South Wacker Drive, #3000
Chicago, IL 60606**

A description of the railroad equipment covered by the enclosed document is **199 Railcars CRLE 20200-CRLE 20399 (except CRLE 20253) as more particularly set forth in the Exhibit A attached to the Termination.**

A short summary of the document to appear in the index is: **Termination of Lease.**

Kindly return stamped copies of the enclosed document to the undersigned.

Best regards,
/s

Sean Dougherty
AVP, Contracts
CIT Rail

Enclosure

CIT RAIL
30 South Wacker Drive
Suite 3000
Chicago, IL 60606

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RECORDATION NO. 230 59-E FILED

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TERMINATION OF LEASE

SURFACE TRANSPORTATION BOARD

The CIT Group/Equipment Financing, Inc. ("CIT"), as successor in interest to **Bombardier Capital Rail, Inc.**, is the lessor under that certain Master Rail Lease Agreement dated as of **August 30, 2000** (the "Master Lease") between as lessor, and **Wisconsin Central Ltd.** as lessee (the "Lessee"), and **Rider No. 2** thereto, as amended (the "Schedule"; the Schedule and Master Lease, to the extent incorporated in or relating to the Schedule, are hereinafter collectively referred to as the "Lease"), with respect to the lease by CIT to Lessee **one hundred 199 (199) railcars** identified on **Exhibit A** hereto.

A Memorandum of Lease dated as of **June 1, 2004** between **Bombardier Capital Rail Inc.** and Lessee, relating to the Lease, was duly filed and recorded with the Surface Transportation Board on **July 28, 2004** under Recordation Number **23059B**.

This Termination of Lease acknowledges for the public record that the Lease has terminated and that CIT has no further interest in the Lease.

This Termination of Lease shall not impair or terminate any of the rights and obligations of the parties under the Lease that expressly survive its Termination.

Dated this **28th day of September 2009**.

I certify that I hold the title set forth below, that this instrument was signed on behalf of CIT by all necessary corporate authority and that I acknowledge that the execution of the foregoing instrument was the free act and deed of CIT. I further declare under penalty of perjury that the foregoing is true and correct.

THE CIT GROUP/EQUIPMENT FINANCING, INC.
as Successor in interest to **Bombardier Capital Rail, Inc.**

By: 

Name: Sean Dougherty

Title: Assistant Vice President

SCHEDULE A

<u>Quantity</u>	<u>Car Description</u>	<u>Car Reporting Marks & Numbers</u>
199	73' Centerbeam Flatcars	CRLE20200 through CRLE20399, except CRLE20253.

RECORDATION NO.

23059-B

FILED

JUL 28 '04

3-26 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ALVORD AND ALVORD
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BLIAS C. ALVORD (0942)
ELLSWORTH C. ALVORD (0964)

July 27, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Railcar Lease Agreement, dated as of July 27, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 23059.

The names and addresses of the parties to the enclosed document are:

Lessor: Bombardier Capital Rail Inc.
12735 Gran Bay Parkway West
Suite #1000
Jacksonville, Florida 32258

Lessee: Wisconsin Central Ltd.
c/o Canadian National Railway Company
935 de La Gauchetiere Street West
Montreal, Quebec
Canada H3B 2M9

Mr. Vernon A. Williams
July 27, 2004
Page 2

A description of the railroad equipment covered by the enclosed document
is:

199 railcars: CRLE 20200 - CRLE 20399 (except CRLE 20253).

A short summary of the document to appear in the index is:

Memorandum of Railcar Lease Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO.

23059 ⁶

FILED

JUL 28 '04

3-26 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF RAILCAR LEASE AGREEMENT

THIS MEMORANDUM OF RAILCAR LEASE AGREEMENT is made and entered into as of June 1, 2004 by and between Bombardier Capital Rail Inc., a Minnesota corporation ("Lessor") and Wisconsin Central Ltd., an Illinois corporation ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor various railcars pursuant to one or more Riders to be entered into by Lessor and Lessee from time to time, all as more particularly described in that certain Lease Agreement No. 0351917 dated June 1, 2000 between Lessee and Greenbrier Leasing Corporation, as assigned to Bombardier Capital Rail Inc. on August 30, 2000 (hereinafter referred to as the "Master Lease").

2. Pursuant to Rider No. 2 (hereinafter referred to as the "Rider No. 2") to the Master Lease, Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor one hundred ninety-nine (199) railcars bearing the reporting marks and numbers CRLE 020200 through CRLE 20252 and CRLE 20254 through CRLE 20399, all as more particularly described therein.

3. Rider No. 2 is effective as of the date hereof and shall be subject to the term of the lease, as provided therein.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Railcar Lease Agreement to be executed as of the date first above written.


LESSOR: Bombardier Capital Rail Inc.

LESSEE: Wisconsin Central Ltd.

By: Print Name: JAMES M. TULLY
Title: Vice President, Sales & MarketingBy: Print Name: John A.N. Lamont
Title: Sr. Manager, Asset FinanceAnd by: Print Name: RICHARD S. MITCHELL
Title: VICE PRESIDENT & GENERAL MANAGER

PROVINCE OF QUEBEC
DISTRICT OF QUEBEC

On this 4th day of June, 2004 before me personally appeared, John A.N. Lamont, to me personally known, who being by me duly sworn, say that he is the Sr. Manager, Asset Finance of Wisconsin Central Ltd., an Illinois corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Attorney
Bar number: 188726-2

STATE OF FLORIDA
COUNTY OF DUVAL

On this 8th day of July, 2004 before me personally appeared, James Tiller and Richard S. Mitchell, to me personally known, who being by me duly sworn, say that they are the VP - Sales - Mgr. and the VP - General Mgr. respectively of Bombardier Capital Rail Inc., a Minnesota corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)



Gail M. Blasivett

Notary Public
My commission expires: 7-1-06